SPECIALTY ADVERTISING ASSOCIATION OF CALIFORNIA

Exhibitor Space Application and Contract

Long Beach Convention Center, Long Beach, California

Set-Up
August 6
8:00 am - 5:00 pm

Show Education & Exhibits
August 7 & 8

We are looking forward to another great show once again this year. Please indicate the number of booths required by your company. You will be able to make your booth selection based on the date your contract and deposit are received. This contract is subject to the exhibitor's rules on the reverse side of this form and by your signature below, you agree to abide by these rules.

BOOTH INFORMATION

Each 10 x 10 booth package includes:

- One 500-watt electrical outlet
- Back drape and side drape
- Booth sign
- Booth carpet
- Wastebasket
- Nightly booth cleaning

Line Name:_____

Type of product sold:_____

_____

Please DO NOT position my booth near the following companies: _____

_____

BOOTH SPACE CALCULATION AND PAYMENT OPTIONS

First Booth - 10' X 10'	$ 1,395.00	$ _____
Additional Booths - 10' X 10'	$ 1,395.00	$ _____
Corner Booth (no end caps)	$ 250.00	$ _____
Island Booth - 20' X 20'	$ 6,495.00	$ _____
Aisle Carpet Span (4 booth minimum)	$ 200.00	$ _____
Extended Height	$ 200.00	$ _____
New Product Showcase (per item)	$ 200.00	$ _____
8' Draped Table (one per booth)	$ 75.00	$ _____
NON-MEMBER FEE:	$ 150.00	$ _____

If your company is not a member of SAAC, please add the non-member fee. Or, consider joining SAAC, annual membership fee is $125.00.

Total Cost $_____

_____

BALANCE DUE $_____

***Booth Choices:** (Please list 4) _____ _____ _____ _____

CONTACT INFORMATION

Please read the rules on the reverse side carefully. By your signature below you agree to abide by these rules.

Company Name_____

Address _____

City _____

State_____Zip _____

Contact Name _____

☐ SAAC Member ☐ Non-Member *($150 fee must be paid)*

Phone ( ) _____

Fax ( ) _____

E-mail _____

Website _____

SAAC#_____ PPAI# _____ ASI#_____ SAGE#_____

Signature _____

PAYMENT INFORMATION

Remittance: To process contract, attach a check or complete information below:

If you make an error in totalling payment, you agree SAAC can correct the error and charge accordingly.

Charge My: ☐ AMEX ☐ Visa ☐ Mastercard Amount _____ Check No. _____

Card No. | | | | | | | | | | | | | | | | CVC No. | | | | Exp Date____/____/____

If deposit plan is chosen, I authorize SAAC to charge above credit card for balance due June 1, 2013.

Cardholder's Name (print) _____ Signature_____

Cardholder's Address if Different:_____

SAAC Show 2013 Contract Rules and Regulations

1. DEFINED TERMS
The term "Event" means The SAAC Show, scheduled to be held on August 7-8, 2013, (the "Event Dates") at Long Beach Convention Center (the "Exhibit Facility"). The Event is owned, produced and managed by Specialty Advertising Association of California ("SAAC"). As used hereinafter, the term "Organizer" means, collectively, SAAC, and each of its officers, directors, agents, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, (i) the company or person that applied for exhibit space rental and agreed to enter into this contract upon acceptance by SAAC in the manner stated below and (ii) each of its officers, directors, employees, contractors, agents, representatives and/or invitees, as applicable.

2. PURPOSE
The primary purpose of the Event and SAAC-sponsored shows is to provide distributors exposure to suppliers' promotional products, premiums and business gifts and to provide appropriate educational forums and opportunities. The secondary purpose of SAAC sponsored shows is to provide distributor principals and their qualified designees and other members exposure to members' business services and products that facilitate and enhance the supply chain of suppliers' products through distributors to end users.

3. CONTRACT ACCEPTANCE
This contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of Organizer. Evidence of contract acceptance will be a formal confirmation of assigned space and the related financial specifics. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests.

4. ASSUMPTION OF RISKS; RELEASES
Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

5. INDEMNIFICATION
Exhibitor shall indemnify, defend (with legal counsel satisfactory to SAAC), and hold Organizer and the Exhibit Facility harmless from any claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) a breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; and (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise.

6. LIMITATION OF LIABILITY
Under no circumstances shall Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall Organizer's maximum liability under any circumstance exceed the amount actually paid to SAAC by Exhibitor for exhibit space rental pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Event or regarding any other matters.

7. QUALIFICATIONS OF EXHIBITOR
SAAC, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to Supplier, and Business Services Exhibitor, who are in good standing with the Association and current in payment of dues and all other charges invoiced by the Association. SAAC reserves the right to restrict or remove any exhibit, which SAAC, in its sole discretion, believes, is objectionable or inappropriate.

8. BOOTH SPACE AND ASSIGNMENT
Initial assignments of space will be determined by space allocation. An historical priority point list governs the order in which companies will be assigned exhibit space. However, only companies returning the signed contract by the designated deadline dates as determined and published by SAAC are eligible to participate in priority space assignment. Following the space allocation, space will be assigned on a first-come, first-serve basis. Exhibit space shall be assigned by SAAC in its sole discretion for the Event and for the Event Dates only. Any such assignment does not imply that similar space will be assigned for future Events.

Display racks may not exceed 4 feet in height nor extend more than 5 feet form the backdrop of each booth. No built-up exhibits or other construction shall exceed 8 feet in background height.

9. SPACE ASSIGNMENT FOR GROUPS
Exhibitors that are not affiliated by common ownership who want to exhibit in a group will be assigned space based on an average of all their priority points.

10. CANCELLATION BY EXHIBITOR
If Exhibitor desires to cancel this agreement, Exhibitor may only do so by giving notice in writing sent to the Organizer with evidence of receipt. If written notice of cancellation is received after April 1, 2013, all paid exhibit fees will be forfeited by the exhibitor. If written notice of cancellation is received prior to April 1, 2013, Exhibitor will be liable for 50% of the total exhibit fees. A refund is only available to companies choosing the Pay In Full payment option. Companies choosing the Deposit Plan payment option are liable for 100% of total exhibit fees upon receipt of this contract by SAAC. SAAC reserves the right to treat an Exhibitor's downsizing of booth space as cancellation of the space in question. The canceled space is subject to the same cancellation provisions noted above. An Exhibitor may be required to move to a new location if it requests a downsizing of space.

11. CANCELLATION BY SAAC
If Exhibitor fails to make a payment required by this contract in a timely manner, SAAC may terminate this contract (and Exhibitor's participation in the Event) without further notice and without obligation to refund monies previously paid. SAAC reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to SAAC. SAAC is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner, as it may deem best, and without releasing Exhibitor from any liability hereunder. SAAC may also terminate this contract effective upon written notice of termination if Exhibitor breaches any of its obligations under this contract, without any obligation on SAAC part to refund any payments previously made and without releasing Exhibitor from any liability arising as result of or in connection with such breach.

12. CANCELLATION OF THE EVENT
If SAAC cancels the Event due to circumstances beyond the reasonable control of SAAC (such as acts of God, acts of war, governmental emergency, labor strike or unavailability of the Exhibit Facility), SAAC shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred, in full satisfaction of all liabilities of Organizer to Exhibitor. SAAC reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If SAAC changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 30 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but SAAC shall assign to Exhibitor, in lieu of the original space, such other space as SAAC deems appropriate and Exhibitor agrees to use such space under the terms of this contract. If SAAC elects to cancel the Event other than for a reason previously described in this paragraph, SAAC shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of Organizer to Exhibitor.

13. EXHIBIT SPACE OCCUPANCY
Hours and dates for installing, occupying and dismantling exhibits shall be those specified by SAAC. If Exhibitor fails to install its display in its assigned space by 7:00 p.m. on Tuesday, August 6, 2013, or leaves its space unattended during Exhibit hours, SAAC shall have the right to take possession of the space and no refund will be due to Exhibitor unless special arrangements have been previously agreed to in writing by both parties. All exhibits must be open for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by SAAC.

Advertising materials or signs of firms other than those that have engaged in space are prohibited.

14. LISTINGS AND PROMOTIONAL MATERIALS
By exhibiting at the Event, Exhibitor grants to SAAC a fully paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product name, of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in SAAC promotional materials. SAAC shall not be liable for any errors in any listings or descriptions or for omitting any Exhibitor from the directory or other lists or materials. SAAC may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any SAAC promotional purpose.

15. CARE OF EXHIBIT FACILITY
Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

16. TAXES AND LICENSES
Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies, or penalties that become due to any governmental authority in connection with its activities at the Event.

17. INSURANCE
Exhibitor shall, at its own expense, secure and maintain through the term of this contract, including move-in and move-out days, the insurance listed below, as well as any additional event specific insurance to be outlined in the Exhibitor Service Manual:
A) Workers' Compensation and Employer's Liability insurance complying with all federal laws and laws of the state in which the Event is being held;
B) Comprehensive General Liability insurance with limits not less than $1,000,000 each occurrence, $2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable);
C) Automobile Liability insurance with limits not less than $500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators. Comprehensive General Liability and Automobile Liability insurance polices shall name as additional insured's SAAC and each of its subsidiaries, and Long Beach Convention Center, and its subsidiaries and affiliates and their officers, employees and agents. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to SAAC, shall be furnished to SAAC thirty (30) days before the first day of the Event. Certified copies of the Certificate of Insurance or policies shall provide that they may not be canceled without 30 days' advance written notice to SAAC.

18. OBSERVANCE OF LAWS
Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall construct its exhibits to comply with the Americans with Disabilities Act.

19. ADDITIONAL TERMS AND CONDITIONS
SAAC has sole control over attendance policies. Except as provided to the contrary in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, SAAC in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this contract must be in writing and signed by an authorized representative of SAAC. Exhibitor may not assign this contract or any right hereunder nor may Exhibitor sublet or license all or any portion of its exhibit space.

20. Service Contractor/Decorator
Approximately 60 days from the Event, SAAC will post an Exhibitor Service Manual on our show website. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules.

21. INCORPORATION OF RULES AND REGULATIONS
Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this contract shall be subject to determination by SAAC in its sole discretion. SAAC may adopt rules and regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Kit or similar document) are an integral part of this contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by SAAC as soon as these additional rules or regulations are communicated to Exhibitor. This contract (including the Exhibitor Service Kit and any additional rules or regulations adopted by SAAC from time to time states the entire agreement of the parties with respect to the subject matter hereof.

Please mail or fax your contract and payment information to:

SAAC
1200 Paseo Camarillo #100
Camarillo CA 93010
805 484-7393
FAX 805 388-7666

Contracts without payments or signature included will be considered incomplete and not assigned booth space.

Please sign your contract on the signature line on reverse side.